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16 *Attorneys for Plaintiffs and the Certified Classes*

17 **UNITED STATES DISTRICT COURT**

18 **NORTHERN DISTRICT OF CALIFORNIA**

19 **SAN JOSE DIVISION**

20 ABDUL NEVAREZ and PRISCILLA NEVAREZ,
on behalf of themselves and all others similarly
21 situated, and SEBASTIAN DEFRENESCO,

22 Plaintiffs,

23 vs.

24 FORTY NINERS FOOTBALL COMPANY, LLC,
a Delaware limited liability company, et al.,

25 Defendants.

26 Case No.: 4:16-cv-07013-HSG

27 **STIPULATION OF DISMISSAL AND
ORDER**

28 Dept: Courtroom 8
Before: Hon. Haywood S. Gilliam

1 **THIS STIPULATION** is hereby entered into by and between Plaintiffs Abdul Nevarez,
 2 Priscilla Nevarez, and Plaintiff Sebastian DeFrancesco on behalf of themselves and all others similarly
 3 situated (collectively, “Plaintiffs”); Defendants Forty Niners Football Company LLC, Forty Niners SC
 4 Stadium Company LLC, Forty Niners Stadium Management Company LLC (collectively, the “Forty
 5 Niners”), the City of Santa Clara, and the Santa Clara Stadium Authority (collectively, “Santa Clara”);
 6 and Third-Party Defendant Turner Devcon, Joint Venture (collectively, the “Parties”), by and through
 7 their respective counsel of record, as follows:

8 **WHEREAS**, on July 23, 2020, the Court, the Honorable Lucy H. Koh presiding, issued an
 9 order granting final approval of the Plaintiffs’ and Defendants’ settlement in this case (ECF No. 416,
 10 “Final Approval Order”) in which the Court directed the Parties to implement the Settlement
 11 Agreement (submitted at ECF No. 375-2) according to its terms and provisions;

12 **WHEREAS**, the Court’s Final Approval Order dismissed this Action “on the merits and with
 13 prejudice as to the Released Claims, without fees or costs to any Party except as otherwise provided in
 14 the Court’s Order on Plaintiffs’ Motion for Reasonable Attorneys’ Fees, Costs and Expenses, and the
 15 Settlement Agreement,” *see* ECF No. 416 at 7:21-24 (paragraph 15);

16 **WHEREAS**, the Final Approval Order also provided that “[i]n accordance with the terms of
 17 the Settlement Agreement, the Court shall maintain continuing jurisdiction over Plaintiffs, the Class
 18 Members, Defendants, and the Settlement Agreement throughout the term of the Settlement
 19 Agreement, for the purpose of supervising the implementation, enforcement, construction, and
 20 interpretation of the Settlement Agreement and this Order, through the term of the Settlement
 21 Agreement. In that regard, any challenges to the Settlement Agreement’s terms or implementation,
 22 whether under state or federal law, shall be subject to the exclusive and continuing jurisdiction of this
 23 Court.” *See id.* at 7:14-20 (paragraph 14);

24 **WHEREAS**, the Court entered judgment and ordered the case closed on July 23, 2020 (ECF
 25 No. 417), but subsequently vacated the judgment in light of the pending third-party complaint filed by
 26 Defendants against Third-Party Defendant Turner/Devcon, *see* ECF No. 420;

27 **WHEREAS**, the Court held a Case Management Conference on February 8, 2022;

1 **WHEREAS**, the Court directed the parties “to meet and confer to determine whether the case
2 can be closed while the parties implement the settlement agreement” and, if the Parties reach
3 agreement, to file by February 22, 2022 “a stipulated dismissal that clarifies that the Court retains
4 jurisdiction over any disputes arising out of the implementation of the settlement agreement” (ECF No.
5 473);

6 **WHEREAS**, Defendants and Third-Party Defendants entered into a settlement conditioned
7 upon said settlement being found in good faith.

8 **WHEREAS**, on February 10, 2022, this Court granted Third-Party Defendant’s motion for
9 good faith settlement determination;

10 **NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED** by and between the
11 undersigned that:

- 12 1. Pursuant to Federal Rules of Civil Procedure 23(e), the Court shall dismiss this case with
13 prejudice and close the case.
- 14 2. In accordance with the terms of the Settlement Agreement, the Court shall maintain continuing
15 jurisdiction over Plaintiffs, the Class Members, Defendants, and the Settlement Agreement
16 throughout the term of the Settlement Agreement, for the purpose of supervising the
17 implementation, enforcement, construction, and interpretation of the Settlement Agreement and
18 the Court’s Orders, through the term of the Settlement Agreement including, but not limited to,
19 entering orders pursuant to stipulation or considering any motions for modifications to the
20 Settlement Agreement including, but not limited to, modifications regarding deadlines for
21 completion of Defendants’ remediation efforts. In that regard, any challenges to the Settlement
22 Agreement’s terms or implementation, whether under state or federal law, shall be subject to
23 the exclusive and continuing jurisdiction of this Court.
- 24 3. The court further retains jurisdiction over the settlement between Defendants and Third-Party
25 Defendant for the sole purpose of enforcing said settlement if necessary.

26
27 **It is so stipulated.**
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1 Dated: February 22, 2022

Respectfully submitted,

2 GOLDSTEIN, BORGEN, DARDARIAN & HO

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4 /s/ Andrew P. Lee

5 Andrew P. Lee

6 Attorneys for Plaintiffs and the Certified Classes

7 Dated: February 22, 2022

8 RANKIN, SHUEY, RANUCCI, MINTZ, LAMPASONA &
9 REYNOLDS

10 /s/ Maria Lampasona

11 Maria Lampasona

12 Attorneys for Defendants

13 FORTY NINERS FOOTBALL COMPANY LLC, FORTY
14 NINERS SC STADIUM COMPANY, LLC, FORTY
NINERS STADIUM MANAGEMENT COMPANY, LLC,
CITY OF SANTA CLARA, SANTA CLARA STADIUM
AUTHORITY

15 Dated: February 22, 2022

16 O'HARA CREECH LLP

/s/ Randall C. Creech

17 Randall C. Creech

18 Attorneys for Third Party Defendant
19 TURNER/DEVCON, a JOINT VENTURE

20 **SIGNATURE ATTESTATION**

21 The e-filing attorney hereby attests that concurrence in the content of the document and
22 authorization to file the document has been obtained from each of the other signatories indicated by a
23 conformed signature (/s/) within this e-file document.

24 Dated: February 22, 2022

/s/ Andrew P. Lee

25 Andrew P. Lee

1 PURSUANT TO STIPULATION, IT IS SO ORDERED.
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Dated: 2/23/2022



Hon. Haywood S. Gilliam, Jr.
United States District Judge